

BILL NO. S-77-09-13

SPECIAL ORDINANCE NO. S-203-77

AN ORDINANCE approving a contract with Schmidt Electric, Inc. for Installation of street lighting with underground wiring in Springwood Addition.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated Autust 24, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Schmidt Electric, Inc., for:

Installation of street lighting with underground wiring in Springwood Addition, for a total cost of \$38,761.70, which will by paid under Barrett Law, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____ at _____ o'clock _____ M., E.S.T.

DATE: 9-13-77

Charles W. Heston
CITY CLERK

Read the third time in full and on motion by Burns,

seconded by Hinga, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
HUNTER	<u>✓</u>	_____	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	_____	_____	_____	<u>✓</u>	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 9-27-77

Charles W. Heston
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8203-77 on the 27th day of September 1977

ATTEST: (SEAL)

Charles W. Heston
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of September, 1977, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Heston
CITY CLERK

Approved and signed by me this 29th day of September, 1977, at the hour of 4:00 o'clock P. M., E.S.T.

Robert Elmendorf
MAYOR

Bill No. S-77-09-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with Schmidt Electric, Inc. for Installation of street
lighting with underground wiring in Springwood Addition

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

Paul M. Burns
Fredrick R. Hunter
Vivian G. Schmidt
Winfield C. Moses, Jr.
James S. Stier
9-27-77 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

#38,761.70

CONTRACT - 123-77

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

THIS AGREEMENT AND INDENTURE made and entered into this,
the 24th day of August 19 77, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the
Contract Documents as the "Purchaser," and

Schmidt Electric, Inc.

The part of the second part, termed in this agreement and the
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore
caused to be prepared certain contract documents for furnish-
ing labor and equipment and performing work therein fully des-
cribed, and the Contractor did, on the day of ,
file with the Board of Public Works, a copy of said contract
documents, together with his offer and terms therein fully
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully
describe the terms and conditions upon which the Contractor is
willing to furnish the labor and equipment and perform the work
called for by the said contract documents and in the manner and
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as
aforesaid be attached hereto and that the same do in all par-
ticulars become the agreement and contract between the parties
hereto in all matters and things set forth therein and described,
and further, that both parties hereby accept and agree to the
terms and conditions of said contract documents so filed, for the
following:

Installation of street lighting with underground wiring in Springwood Addition.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haee verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

BOARD OF PUBLIC WORKS

ATTEST: Clerk

MAYOR

CONTRACTOR:

SCHMIDT ELECTRIC INC

BY: Fred M. Biggs
Vice-President

Approved in Form & Legality

By: Wm J. Burns
Associate City Attorney

CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That Schmidt Electric, Inc.
 of Fort Wayne, Indiana as principal and
United States Fidelity & Guaranty Company
 as surety, are firmly bound unto City of Fort Wayne, State of Indiana
 in the penal sum of (\$ 38,761.70*****)
Thirty-Eight thousand seven hundred sixty-one and 70/100 Dollars,
 for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and
 several heirs, executors, administrators and assigns, firmly by these presents, this 17 day of
August 1977.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas The City of Fort Wayne, State of Indiana
 has entered into a certain written contract dated August 17, 1977
 with the principal as named herein for the erection, construction and completion of Street Lighting-Resolution 123-77 Springwood Addition situated in
Fort Wayne, Indiana, in accordance with the plans and
 specifications approved and adopted by said The City of Fort Wayne, State of Indiana
 which are made a part of this bond.

NOW THEREFORE, if the said Schmidt Electric, Inc.
 shall well and faithfully do and perform the same in
 all respects according to the plans and specifications adopted by the said The City of Fort Wayne
State of Indiana and according to the
 time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall
 promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service
 and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 17
 day of August 1977.

Countersigned
 By THE PETTINER AGENCY
Robert P. Pettiner
 Indiana Licensed Resident Agent

Schmidt Electric, Inc. (Seal)

By Frederic M. Biggs (Seal)

By Robert L. Pettiner Attorney-in-fact

Approved this _____ day of _____ 19____.

Attest: _____

Official or Board.

(Note: See Burns Section 53-202)

(CERTIFIED COPY)

GENERAL POWER OF ATTORNEY

No. 59549

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Robert L. Pettiner

of the City of Indianapolis, State of Indiana
its true and lawful attorney

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Robert L. Pettiner

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of September, A. D. 1944

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By P. F. Lee
Vice-President.

(SEAL) (Signed) G. P. Moore
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 13th day of September, A. D. 1944, before me personally came

P. F. Lee, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and G. P. Moore, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said P. F. Lee and G. P. Moore were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day of May, Monday in May, A. D. 1945

(SEAL) (Signed) Dorothy S. Drexel
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Set.

I, M. Luther Pittman, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Dorothy S. Drexel, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 13th day of September, A. D. 1944

(SEAL) (Signed) M. Luther Pittman

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

Richard Calder

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Robert L. Pettiner

of **Indianapolis, Indiana**, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **August 17, 1977**
(Date)

John and Richard Calder
Assistant Secretary

3784

REA

SCHMIDT ELECTRIC, INC., CONTRACTOR

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - ST. LIGHT RESOLUTION NO. 123-77DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE CONTRACT - STREET LIGHT RESOLUTION NO. 123-77, SPRINGWOOD

ADDITION ORNAMENTAL STREET LIGHTING PROJECT, SCHMIDT ELECTRIC, INC., CONTRACTOR, IN THE
AMOUNT OF \$38,761.70.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE PROCEED WITH THE INSTALLATION OF ORNAMENTAL STREET LIGHTING FOR
SPRINGWOOD ADDITION.

EFFECT OF NON-PASSAGE INABILITY TO PROCEED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$38,761.70 PAID BY PROPERTY
OWNERS INVOLVED

ASSIGNED TO COMMITTEE

EP

B. [Signature]
Cody [Signature]